

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➤		RATING	PAGE 1
2. CONTRACT NO.	3. SOLICITATION NO. DTFA-02-97-R-90651	4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED 6/27/97	6. REQUISITION/PURCHASE NO. 7-16409 (FAA Internal Use Only)	
7. ISSUED BY CODE		8. ADDRESS OFFER TO (If other than Item 7)			
FAA, AMT Contracting Team (AMQ-310) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929		FAA, AMT Contracting Team (AMQ-310) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

Indefinite Delivery/Requirements Type SOLICITATION Beech 1900D Pilot Qualification Trng

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 308, Multi-Purpose Building until 3:30 p.m. local time 7/21/97
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ➤	A. NAME Joe Smith	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (405) 954-7791
--------------------------------	----------------------	---

11. TABLE OF CONTENTS

(✓)	SE C	DESCRIPTION	PAGE(S)	(✓)	SE C	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
✓	A	SOLICITATION/CONTRACT FORM	1	✓	I	CONTRACT CLAUSES	18-20
✓	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
✓	C	DESCRIPTION/SPECS./WORK STATEMENT	8-13	✓	J	LIST OF ATTACHMENTS	20
✓	D	PACKAGING AND MARKING	13	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
✓	E	INSPECTION AND ACCEPTANCE	14	✓	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	21-25
✓	F	DELIVERIES OR PERFORMANCE	14-15	✓	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	25-28
✓	G	CONTRACT ADMINISTRATION DATA	16	✓	M	EVALUATION FACTORS FOR AWARD	28
✓	H	SPECIAL CONTRACT REQUIREMENTS	17-18				

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the Minimum Bid Acceptance Period provision.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (**90 calendar days unless a different period is inserted by the offeror**) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause 3.3.1-6) ➤	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) ➤
24. ADMINISTERED BY (If other than Item 7) CODE FAA, AMT Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4929		25. PAYMENT WILL BE MADE BY CODE FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)
		28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">REFERENCE NO. OF DOCUMENT BEING CONTINUED</p> <p style="text-align: center;">DTFA-02-97-R-90651</p>	<p style="text-align: center;">PAGE</p> <p style="text-align: center;">2</p>
--	--	--

NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p style="text-align: center;"><u>PART I - SECTION B</u></p> <p style="text-align: center;"><u>SUPPLIES OR SERVICES AND PRICES/COSTS</u></p> <p style="text-align: center;">PRICING SCHEDULE I-BASE YEAR</p> <p>In accordance with the requirements and specifications contained herein, provide per pilot/inspector, the training hours contained in the contractor's FAA-approved training program; <u>or</u>, the minimum hours specified below, whichever is greater:</p> <p>NOTE: If offeror's approved FAA training program consists of more hours than the minimum stated, price should reflect the total hours in the FAA-approved program.</p> <p style="text-align: center;"><u>OPTION "A"</u></p>				
001	<p>Beech 1900D Initial Pilot Qualification Training (Course# 28185):</p> <p>a. Ground School - Minimum 40 hours</p> <p>b. Cockpit Procedures - Minimum 4 hours Trainer (CPT)</p> <p>c. Level "C" Simulator - Minimum 12 hours (including 100% practical test)</p>	2	STU	\$ _____	\$ _____
002	<p>Beech 1900D Initial Pilot Qualification Training (Course# 28185):</p> <p>a. Ground School - Minimum 40 hours (including Beech 1900C differences)</p> <p>b. Cockpit Procedures - Minimum 4 hours Trainer (CPT)</p> <p>c. Level "C" Simulator - Minimum 12 hours (including 85% practical test)</p> <p>d. Flight - Minimum 2 hours (including 15% practical test)</p>	2	STU	\$ _____	\$ _____
003	<p>Beech 1900D Recurrent Pilot Qualification Training (Course# 28186):</p> <p>a. Ground School - Minimum 12 hours</p> <p>b. Level "C" Simulator - Minimum 6 hours (including FAR 61.58 proficiency check)</p>	16	STU	\$ _____	\$ _____
004	<p>Supplementary Training Hours: Provide additional training (when authorized by the contracting officer) which exceeds the above specified program.</p> <p>a. Ground School \$ _____ per hour</p> <p>b. CPT \$ _____ per hour</p> <p>c. Simulator \$ _____ per hour</p> <p>d. Flight \$ _____ per hour</p>				
		TOTAL ALL	LINE	ITEMS:	\$ _____

Offerors are invited to submit a proposal for a least one of the methods (Option A or B). Award will be based on the lowest priced, technically acceptable method.

ESTIMATED
ANNUAL
REQUIREMENTS

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">REFERENCE NO. OF DOCUMENT BEING CONTINUED</p> <p style="text-align: center;">DTFA-02-97-R-90651</p>	<p style="text-align: center;">PAGE</p> <p style="text-align: center;">3</p>
--	--	--

NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p style="text-align: center;"><u>PART I - SECTION B</u></p> <p style="text-align: center;"><u>SUPPLIES OR SERVICES AND PRICES/COSTS</u></p> <p style="text-align: center;">PRICING SCHEDULE I-BASE YEAR</p> <p>In accordance with the requirements and specifications contained herein, provide per pilot/inspector, the training hours contained in the contractor's FAA-approved training program; or, the minimum hours specified below, whichever is greater:</p> <p>NOTE: If offeror's approved FAA training program consists of more hours than the minimum stated, price should reflect the total hours in the FAA-approved program.</p> <p style="text-align: center;"><u>OPTION "B"</u></p> <div> <div>001</div> <div> <p>Beech 1900D Initial Pilot Qualification Training (Course# 28185):</p> <p>a. Ground School - Minimum 40 hours (including Beech 1900C differences)</p> <p>b. Flight - Minimum 15 hours (including practical test)</p> </div> <div> <p>4</p> <p>hrs</p> <p>hrs</p> </div> </div> <div> <div>002</div> <div> <p>Beech 1900D Recurrent Pilot Qualification Training (Course# 28186):</p> <p>a. Ground School - Minimum 12 hours</p> <p>b. Flight - Minimum 7 hours (including FAR 61.58 proficiency check)</p> </div> <div> <p>16</p> <p>hrs</p> <p>hrs</p> </div> </div> <div> <div>003</div> <div> <p>Supplementary Training Hours: Provide additional training (when authorized by the contracting officer) which exceeds the above specified program.</p> <p>a. Ground School \$_____ per hour</p> <p>b. CPT \$_____ per hour</p> <p>c. Simulator \$_____ per hour</p> <p>d. Flight \$_____ per hour</p> </div> <div> </div> </div>	<p style="text-align: center;">ESTIMATED ANNUAL REQUIREMENTS</p>			
		TOTAL ALL	LINE	ITEMS:	\$_____

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">REFERENCE NO. OF DOCUMENT BEING CONTINUED</p> <p style="text-align: center;">DTFA-02-97-R-90651</p>	<p style="text-align: center;">PAGE</p> <p style="text-align: center;">5</p>
--	--	--

NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p style="text-align: center;"><u>PART I - SECTION B</u></p> <p style="text-align: center;"><u>SUPPLIES OR SERVICES AND PRICES/COSTS</u></p> <p style="text-align: center;"><u>PRICING SCHEDULE II-1ST OPTION YEAR</u></p> <p>In accordance with the requirements and specifications contained herein, provide per pilot/inspector, the training hours contained in the contractor's FAA-approved training program; <u>or</u>, the minimum hours specified below, whichever is greater:</p> <p>NOTE: If offeror's approved FAA training program consists of more hours than the minimum stated, price should reflect the total hours in the FAA-approved program.</p> <p style="text-align: center;"><u>OPTION "B"</u></p> <p>001 Beech 1900D Initial Pilot Qualification Training (Course# 28185):</p> <p style="margin-left: 20px;">a. Ground School - Minimum 40 hours (including Beech 1900C differences)</p> <p style="margin-left: 20px;">b. Flight - Minimum 15 hours (including practical test)</p> <p>002 Beech 1900D Recurrent Pilot Qualification Training (Course# 28186):</p> <p style="margin-left: 20px;">a. Ground School - Minimum 12 hours</p> <p style="margin-left: 20px;">b. Flight - Minimum 7 hours (including FAR 61.58 proficiency check)</p> <p>003 Supplementary Training Hours: Provide additional training (when authorized by the contracting officer) which exceeds the above specified program.</p> <p style="margin-left: 20px;">a. Ground School \$_____ per hour</p> <p style="margin-left: 20px;">b. CPT \$_____ per hour</p> <p style="margin-left: 20px;">c. Simulator \$_____ per hour</p> <p style="margin-left: 20px;">d. Flight \$_____ per hour</p>	<p style="text-align: center;">ESTIMATED ANNUAL REQUIREMENTS</p> <p style="text-align: center;">4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">16</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">TOTAL ALL</p>	<p style="text-align: center;">STU</p> <p style="text-align: center;">hrs</p> <p style="text-align: center;">hrs</p> <p style="text-align: center;">STU</p> <p style="text-align: center;">hrs</p> <p style="text-align: center;">hrs</p> <p style="text-align: center;">LINE</p>	<p style="text-align: center;">\$_____</p> <p style="text-align: center;">\$_____</p> <p style="text-align: center;">\$_____</p> <p style="text-align: center;">\$_____</p> <p style="text-align: center;">ITEMS:</p>	<p style="text-align: center;">\$_____</p> <p style="text-align: center;">\$_____</p> <p style="text-align: center;">\$_____</p> <p style="text-align: center;">\$_____</p> <p style="text-align: center;">\$_____</p>

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">REFERENCE NO. OF DOCUMENT BEING CONTINUED</p> <p style="text-align: center;">DTFA-02-97-R-90651</p>	<p style="text-align: center;">PAGE</p> <p style="text-align: center;">6</p>
--	--	--

NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p style="text-align: center;"><u>PART I - SECTION B</u></p> <p style="text-align: center;"><u>SUPPLIES OR SERVICES AND PRICES/COSTS</u></p> <p style="text-align: center;">PRICING SCHEDULE III-2ND OPTION YEAR</p> <p>In accordance with the requirements and specifications contained herein, provide per pilot/inspector, the training hours contained in the contractor's FAA-approved training program; <u>or</u>, the minimum hours specified below, whichever is greater:</p> <p>NOTE: If offeror's approved FAA training program consists of more hours than the minimum stated, price should reflect the total hours in the FAA-approved program.</p> <p style="text-align: center;"><u>OPTION "A"</u></p> <p>001 Beech 1900D Initial Pilot Qualification Training (Course# 28185):</p> <p>a. Ground School - Minimum 40 hours _____ hrs</p> <p>b. Cockpit Procedures - Minimum 4 hours _____ hrs</p> <p>c. Level "C" Simulator - Minimum 12 hours _____ hrs</p> <p>(including 100% practical test)</p> <p>002 Beech 1900D Initial Pilot Qualification Training (Course# 28185):</p> <p>a. Ground School - Minimum 40 hours _____ hrs</p> <p>(including Beech 1900C differences)</p> <p>b. Cockpit Procedures - Minimum 4 hours _____ hrs</p> <p>c. Level "C" Simulator - Minimum 12 hours _____ hrs</p> <p>(including 85% practical test)</p> <p>d. Flight - Minimum 2 hours _____ hrs</p> <p>(including 15% practical test)</p> <p>003 Beech 1900D Recurrent Pilot Qualification Training (Course# 28186):</p> <p>a. Ground School - Minimum 12 hours _____ hrs</p> <p>b. Level "C" Simulator - Minimum 6 hours _____ hrs</p> <p>(including FAR 61.58 proficiency check)</p> <p>004 Supplementary Training Hours: Provide additional training (when authorized by the contracting officer) which exceeds the above specified program.</p> <p>a. Ground School \$_____ per hour</p> <p>b. CPT \$_____ per hour</p> <p>c. Simulator \$_____ per hour</p> <p>d. Flight \$_____ per hour</p>	<p style="text-align: center;">ESTIMATED ANNUAL REQUIREMENTS</p> <p style="text-align: center;">2</p> <p style="text-align: center;">2</p> <p style="text-align: center;">16</p> <p style="text-align: center;">TOTAL ALL</p>	<p style="text-align: center;">STU</p> <p style="text-align: center;">hrs</p> <p style="text-align: center;">hrs</p> <p style="text-align: center;">hrs</p> <p style="text-align: center;">STU</p> <p style="text-align: center;">hrs</p> <p style="text-align: center;">hrs</p> <p style="text-align: center;">hrs</p> <p style="text-align: center;">STU</p> <p style="text-align: center;">hrs</p> <p style="text-align: center;">hrs</p> <p style="text-align: center;">LINE</p>	<p style="text-align: center;">Offerors are invited to submit a proposal for at least one of the methods (Option A or B). Award will be based on the lowest priced, technically acceptable method.</p> <p style="text-align: center;">\$_____</p> <p style="text-align: center;">\$_____</p> <p style="text-align: center;">\$_____</p> <p style="text-align: center;">\$_____</p> <p style="text-align: center;">\$_____</p> <p style="text-align: center;">\$_____</p> <p style="text-align: center;">\$_____</p> <p style="text-align: center;">\$_____</p> <p style="text-align: center;">ITEMS:</p>	<p style="text-align: center;">\$_____</p> <p style="text-align: center;">\$_____</p> <p style="text-align: center;">\$_____</p> <p style="text-align: center;">\$_____</p> <p style="text-align: center;">\$_____</p> <p style="text-align: center;">\$_____</p> <p style="text-align: center;">\$_____</p> <p style="text-align: center;">\$_____</p>

<div>CONTINUATION SHEET</div>	<div>REFERENCE NO. OF DOCUMENT BEING CONTINUED</div> <div>DTFA-02-97-R-90651</div>	<div>PAGE</div> <div>7</div>
-------------------------------	--	------------------------------

NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div>PART I - SECTION B</div> <div>SUPPLIES OR SERVICES AND PRICES/COSTS</div> <div>PRICING SCHEDULE III-2ND OPTION YEAR</div> <div>In accordance with the requirements and specifications contained herein, provide per pilot/inspector, the training hours contained in the contractor's FAA-approved training program; <u>or</u>, the minimum hours specified below, whichever is greater:</div> <div>NOTE: If offeror's approved FAA training program consists of more hours than the minimum stated, price should reflect the total hours in the FAA-approved program.</div> <div>OPTION "B"</div> <div>001 Beech 1900D Initial Pilot Qualification Training (Course# 28185):</div> <div>a. Ground School - Minimum 40 hours (including Beech 1900C differences)</div> <div>b. Flight - Minimum 15 hours (including practical test)</div> <div>002 Beech 1900D Recurrent Pilot Qualification Training (Course# 28186):</div> <div>a. Ground School - Minimum 12 hours</div> <div>b. Flight - Minimum 7 hours (including FAR 61.58 proficiency check)</div> <div>003 Supplementary Training Hours: Provide additional training (when authorized by the contracting officer) which exceeds the above specified program.</div> <div>a. Ground School \$_____ per hour</div> <div>b. CPT \$_____ per hour</div> <div>c. Simulator \$_____ per hour</div> <div>d. Flight \$_____ per hour</div> <div>TOTAL ALL</div>	<div>ESTIMATED ANNUAL REQUIREMENTS</div> <div>4</div> <div>_____</div> <div>_____</div> <div>16</div> <div>_____</div> <div>_____</div> <div>LINE</div>	<div>STU</div> <div>hrs</div> <div>hrs</div> <div>STU</div> <div>hrs</div> <div>hrs</div>	<div>\$_____</div> <div>\$_____</div> <div>\$_____</div> <div>ITEMS:</div>	<div>\$_____</div> <div>\$_____</div> <div>\$_____</div> <div>\$_____</div>

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C.1 PERFORMANCE WORK STATEMENT AND TRAINING OUTCOMES

(a) Provide the services as referenced on Page 1 of the Standard Form 18, in accordance with the Performance Work Statements (PWS), paragraph C.2, for the Beech 1900D Initial Pilot Qualification Training, Course #28185.

(b) If the low offeror is an accredited college, the Federal Aviation Administration (FAA) desires college credits be offered to trainees successfully completing the proposed training; however, it is not a mandatory requirement. This will not be used as an evaluation factor.

C.2 PERFORMANCE WORK STATEMENT - BEECH 1900D PILOT TRAINING

(a) The contractor is to provide initial and recurrent ground school, simulator and flight training to airline transport pilot standards for FAA pilots/inspectors in the Beech 1900D aircraft. Both initial and recurrent ground school classes conducted by the contractor shall address the differences between the Beech 1900D and Beech 1900C aircraft. The training hours specified in the price schedule are minimums. If the contractor's FAA approved training program contains less time than the specified hours, the contractor shall supplement their approved program with additional ground school/simulator/flight training as necessary to meet the solicitation requirements. The contractor may, within the limits of their approved program, delete company specific training such as employee/customer relations, filling out company forms, or other items not related to the completion of the FAA type rating or proficiency check and substitute additional solicitation required training.

(b) Students scheduled to attend initial qualification training which shall be conducted 100% in the simulator per Option "A", price schedule, line item 1., shall meet prerequisites per Federal Aviation Regulation which authorizes issuance of appropriate type rating without limitations. Those students not meeting these prerequisites shall be scheduled in the initial qualification course which requires 2 hours of flight training, line item 2.

(c) When responding to this solicitation, the contractor is required to submit a copy of their FAA approved training program, along with proposed supplemental additions/changes. **The copy of the approved program submitted must include a course syllabus, including proposed additions/changes, in sufficient detail to determine compliance with the minimum hourly requirements of the solicitation.**

(d) The FAA will make every effort to enroll two pilots/inspectors per class. This will allow concurrent training at the captain and first officer positions during simulator/training device periods. It should be noted that the minimum required simulator and aircraft times are per pilot/inspector. For example, during recurrent training, a requirement of 6 hours simulator time per pilot/inspector would mean a total of 12 hours of simulator required for a two pilot/inspector class. When the FAA enrolls one pilot/inspector per class, it is expected that additional supplementary training may be required. Some FAA pilots/inspectors may also need supplemental training time in order to meet minimum airline transport pilot standards. **Supplementary training, if needed, must be approved in advance on a case by case basis by the Contracting Officer.**

(e) **Training of FAA pilots/inspectors is not to be conducted between the hours of midnight and 6:00 a.m., including simulator/flight pre and post briefings.** A maximum of four hours simulator/flight instruction per day or eight hours of ground school per day per inspector class is permitted. To maintain continuity between simulator/flight training sessions, the contractor is requested to minimize the switching of simulator/flight instructors between sessions.

(f) FAA personnel do not ordinarily operate the aircraft in which they are rated on a regular basis. Therefore, it is necessary that they receive the most complete review possible when attending recurrent training. If the contractor's approved program allows for a partial review of systems and procedures during successive recurrent training periods, it is required that the contractor supplement their approved program to achieve a complete review for FAA pilots/inspectors during each recurrent course.

(g) FAA personnel are usually performing other job functions prior to assignment to training and normally do not have time to devote to pre-course study. Additionally, due to circumstances beyond the control of the FAA or the pilot/inspector, a pilot/inspector may be assigned to training with short notice. If the contractor's approved program requires pre-course study prior to the trainee's arrival at the contractor's training facility, the contractor is required to supplement their approved course to allow for required pre-course study to be accomplished at the contractor's facility after the pilot/inspector's arrival. Such ground instruction must either be classroom or computer based training in accordance with the General Training Requirements of the solicitation.

C.3 DEFINITIONS (FEB 1997)

CLA.1103

(a) The following definitions are used to define the terminology contained herein and are applicable as required by the Federal Aviation Regulations (FAR):

(1) Flight Time: Time from the moment the aircraft first moves under its own power for the purpose of flight until the moment the aircraft comes to rest at the next point of landing (block to block time).

(2) Approved Simulator: A mechanical and/or electronic device that simulates the full flight characteristic, navigation capability and all systems malfunction characteristics of a certain type and model aircraft, shall duplicate the aircraft cockpit throughout with precision, shall have at least three axis motion, visual system, be the most modern simulator in the contractor's inventory and be approved by the Federal Aviation Administration in accordance with FAR Part 121.407, Part 121, Appendix H, and FAA Advisory Circular, AC 120-40 (as amended).

(3) Training Device: A mechanical and/or electronic device that provides representation of a certain type and model aircraft to the extent of realistic flight deck environment, instrument responses, systems and performance, and flight characteristics of the aircraft and be approved by the Federal Aviation Administration in accordance with FAA Advisory Circular, AC 120-45 (as amended).

(4) Crew Concept: When one pilot/inspector is receiving pilot-in-command (PIC) training in a simulator/training device, the other pilot/inspector shall receive second-in-command training or flight engineer training (if applicable). When one pilot/inspector is receiving PIC training in the left seat of an airplane flight deck the other pilot/inspector shall receive observer time (flight deck seating permitted). No additional charge shall be made for the presence of, or instruction provided to, such additional FAA pilot/inspector.

(5) Initial Pilot Qualification: The contractor shall provide the aircraft and/or simulator (*replaced airplane with aircraft*), and training necessary to enable the FAA pilot/inspector to pass the practical test to Airline Transport Pilot (ATP) standards for a type rating on subject airplane, in accordance with applicable FAR requirements, the contractor's FAA-approved training program, and the terms and conditions provided herein. Simulator and flight training shall conform to the principle of "Crew Concept". Types of training shall include the following categories:

a Initial pilot qualification ground school.

b Initial pilot qualification simulator training including 100% practical test for students who possess necessary prerequisites required by the contractor's approved training program.

c Initial pilot qualification simulator training including 85% practical test for students who do not meet requirements for 100% practical test.

d Initial pilot qualification flight training including 15% practical test for students not meeting the requirements for 100% practical test in the simulator and when all flight training is to be conducted in the aircraft.

(6) Recurrent Pilot Qualification: The contractor shall provide the ground school, simulator and/or aircraft to enable the FAA pilot/inspector to pass the pilot-in-command (PIC) proficiency check to ATP standards on subject aircraft, in accordance with the applicable FAR requirements, the contractor's FAA-approved training program, and the terms and conditions provided herein. Simulator and flight training shall conform to the principle of "Crew Concept". Types of training shall include the following categories:

a Recurrent aircraft systems ground school.

b Recurrent pilot simulator training including 100% proficiency check if simulator used meets at least the requirements for Level C as defined in AC 120-40 (as amended).

c Recurrent pilot flight training including 15% proficiency check when required and when all flight training is to be conducted in the aircraft.

(7) Initial Pilot/Flight Engineer Qualification: The contractor shall provide the aircraft and/or simulator training necessary to enable the FAA pilot/inspector who possess an Airline Transport Pilot (ATP) Certificate, to pass both pilot-in-command (PIC) and flight engineer (FE), if applicable, practical tests to ATP standards for a type rating on subject airplane, in accordance with FAR Part 121, an FAA-approved training program, and the terms and conditions provided herein. Simulator and flight training shall conform to the principle of "Crew Concept". Types of training shall include the following categories:

a Initial pilot/flight engineer qualification ground school.

b Initial pilot/flight engineer qualification simulator training including 100% practical test for students who possess necessary prerequisites required by the contractor's approved training program.

c Initial pilot/flight engineer qualification simulator training including 85% practical test for students who do not meet requirements for 100% practical test.

d Initial pilot/flight engineer qualification flight training including 15% practical test for students not meeting the requirements for 100% practical test in the simulator and when all flight training is to be conducted in the aircraft.

(8) Recurrent Pilot/Flight Engineer Qualification: The contractor shall provide the ground school, simulator and/or aircraft training necessary to enable the FAA pilot/inspector to pass both Pilot in Command and Flight Engineer, if applicable, proficiency checks to ATP standards in accordance with the applicable FAR requirements, the contractor's FAA-approved training program, and the terms and conditions provided herein. Simulator and flight training shall conform to the principle of "Crew Concept". Types of training shall include the following categories:

- a Recurrent aircraft systems ground school.
- b Recurrent pilot/flight engineer simulator training including 100% proficiency check if simulator used meets at least the requirements for Level C as defined in AC 120-40 (as amended).
- c Recurrent pilot/flight engineer flight training including 15% proficiency check when required and when all flight training is to be conducted in the aircraft.

(9) Supplementary Training Hours: The contracting officer may authorize hours in addition to those specified under Initial and Recurrent Pilot Qualification Training when required by the individual pilot/inspector to successfully complete type rating practical tests or proficiency checks. These hours shall be provided at the prices set forth in the item entitled "Supplementary Training Hours", Part I, Section B. In the event that any FAA pilot/inspector passes the applicable test(s) in less time than the hours indicated in the Schedule, or partially completes training, the contractor shall be paid the rate stated, less a pro rata credit for the unused time.

(10) Differences Training (if applicable): The contractor shall provide all training necessary for both pilot and flight engineer, if applicable, pursuant to FAR Part 121.418, in accordance with the contractor's FAA-approved training program, and the terms and conditions provided herein. Flight training shall conform to the principle of "Crew Concept". Types of training may include the following categories:

- a Aircraft systems ground school.
- b Training device
- c Simulator
- d Flight training.

C.4 GENERAL TRAINING REQUIREMENTS (FEB 1997)

CLA.1258

(a) All instruction must comply with the contractor's existing training program which has been approved by the FAA under Federal Aviation Regulations (FAR) Part 121, 135, 141, or 142 as appropriate. Although the FAA requires minimum hours for training which may not be the exact hours in the contractor's approved program, the contractor is requested to supplement systems training to meet the required minimums. The contractor is expected to exercise its best training efforts.

(b) Simulator training, if applicable, shall begin within one working day after satisfactory completion of ground school. Flight training shall begin within one working day after completion of ground school or simulator training, if applicable. The flight training shall be scheduled so as to accomplish not less than 1.5 hours and not more than 3.0 hours per inspector per training day. Flight/Simulator training may be integrated with ground school training if it is a part of the contractor's program. All training periods, including briefing and debriefing periods, must be completed no later than midnight and no training, including pre-flight briefing, shall begin before 6 a.m. In unusual circumstances, such as equipment malfunction, weather, etc., exceptions to the training hours may be made if it is for differences, recurrent, or supplemental training and is specifically approved by the FAA Contracting Officer.

(c) Ground school instruction shall be presented by a qualified instructor in a classroom environment. If Computer-Based Instruction (CBI) is used to accomplish ground school training then the following requirements shall be met:

(1) Inspectors shall receive a thorough briefing on the operation and use of the CBI equipment.

(2) At least one instructor shall be present or readily accessible by telephone to resolve any problems or questions that the inspector may have regarding the material presented in the CBI program.

(3) All material presented by CBI shall be reviewed and reinforced by a qualified instructor in classroom discussion or one-on-one with the inspector.

(d) Flight and simulator training shall conform to the principle called "Crew Concept".

(e) The contractor shall contact the appropriate FAA District Office in order to arrange for the applicable check to be given by an FAA inspector qualified in the aircraft, and shall make the simulator/aircraft and appropriate personnel available for the purpose of administering the applicable check(s) required. If the local FAA District Office is unable to provide a qualified inspector for the required check(s), the contractor shall immediately notify the Contracting Officer's Technical Representative (COTR).

(f) The Government will designate those of its personnel who are to report to the contractor for training. In the event the FAA pilot/inspector fails to report as scheduled, the contractor shall promptly notify the FAA designated Training Coordinator (TC).

(g) The contractor shall provide all training necessary to enable the FAA inspector to pass the appropriate pilot practical test or proficiency check as applicable.

(h) If the FAA inspector has not passed the applicable pilot practical test or proficiency check after completion of the training outlined in the schedule and in accordance with the specifications herein, the contractor shall withhold further training and promptly notify the contracting officer, who has the authority to authorize additional training. In the event such FAA inspector does not complete the full course provided for in the schedule, the contractor shall invoice the FAA for only that pro rata portion of training actually completed as certified on the Certificate of Training, Appendix "A".

(i) The contractor shall notify the TC of the FAA pilots/inspectors' completion status within 5 working days after completion of the training program.

(j) Upon completion of all training, the contractor shall issue a Certificate of Training. The FAA inspector shall sign the certificate certifying the type of training provided, specific dates, and the duration of such training. The certificate shall conform to the format of Appendix "A" hereof. One copy of each such certificate shall be submitted to the designated TC.

(k) The contractor shall furnish all training aids/facilities which meet the following minimum requirements:

(1) Sufficient chalkboards or blackboards for effective teaching shall be provided.

(2) All training aids, including any audio-visuals, mockups, charts or aircraft components listed in the approved training course outline must be accurate and appropriate to the course for which they are used.

(3) The classroom shall be well-lighted.

(4) Pilots/inspectors shall be seated at suitable tables which provide sufficient space for writing and accomplishing assigned tasks.

(5) The classroom shall be kept clean.

(6) Sanitary rest-room facilities shall be available within convenient distance of the classroom.

(7) The classroom facilities shall be adequately ventilated, heated in winter, and cooled in summer.

(8) Ambient noise shall be below the distraction point. The instructor's voice level shall be easily heard from any position in the classroom.

(9) Contractor shall comply with safety standards specified by the National Electrical Code, the National Fire Code, and the United States of American Standards Institute in conducting contract training.

(10) Local environmental distractions adversely affecting student learning shall be eliminated.

(11) A copy of the Aircraft Flight Manual shall be provided each FAA pilot/inspector upon first enrollment in a training course for this type aircraft and shall be retained by the FAA inspector. A "Flight Training Manual" utilized in the contractor's training program which is at least equal in content and quality to the Aircraft Flight Manual will be an acceptable substitute. Revisions to the manual shall be provided each FAA inspector on subsequent assignment to recurrent training. Such manuals and revisions shall be included within the prices set forth in Part I, Section B, Supplies and Services and Prices/Costs.

(12) A copy of the training outline, training schedule and description of all maneuvers and procedures to be conducted in the training course.

(13) An FAA-approved simulator of the type specified in Part I, Section B, if applicable.

(14) Sufficient aircraft inventory for use in the training course to ensure availability of back-up aircraft when maintenance is necessary. All aircraft shall be airworthy and certificated in the normal or provisional category by the FAA.

(15) Experienced instructors who have a thorough knowledge of the aircraft systems, normal and emergency procedures and operational techniques. All instructors used in flight training under this contract shall be authorized by the contractor to conduct all maneuvers and procedures required.

(16) Any and all other equipment and services necessary to provide such operational ground training, ground and airborne "checkout" of the aircraft, takeoff and landing instructions, and flight maneuvers, as pertinent to enable FAA inspectors to qualify for certifications, type ratings, and/or proficiency checks, as required in the Schedule.

(l) The contractor's personnel, alone, shall be in command of the aircraft utilized in contract performance. At no time shall an FAA pilot/inspector be permitted to assume such command, except when solo flight is required to comply with FAR Part 61 or 141 requirements.

(m) The contractor shall provide all fuel, oil, landing fees, storage, and tiedown service. The contractor shall pay for all these items and for any others related to operation and utilization of each aircraft provided by the contractor for training hereunder; reimbursement for which shall be deemed included in the contract price.

(n) Each aircraft provided by the contractor shall be operated and maintained in accordance with applicable FAA regulations.

PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE**3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUNE 1996)**

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet from the Federal Aviation Administration (FAA) home page (<http://www.faa.gov/asu/appd/toolbox.htm>).

3.10.4-4 INSPECTION OF SERVICES - BOTH FIXED-PRICE & COST REIMBURSEMENT (APRIL 1996)**PART I - SECTION F - DELIVERIES OR PERFORMANCE****F.1 AUTHORIZED PERFORMANCE (JAN 1997)****CLA.0168**

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.2 PRINCIPAL PLACE OF TRAINING (JAN 1997)**CLA.0180**

The contractor shall enter below the principal place of performance where ground school training will be conducted. In the event simulator training and/or the flight training are conducted at a location other than where the ground school is located, the contractor shall furnish all necessary transportation to these location(s). If air transportation is arranged by the contractor, such transportation shall consist of a confirmed reservation in "coach" class as a minimum for each student.

Type of Training
Location
 (City and State)

Ground School

Cockpit Procedures Training (CPT)

Simulator Training

Flight Training

F.3 TRAINING SCHEDULE (FEB 1997)**CLA.0241**

(a) The contractor shall start the training described in this contract within 30 calendar days after receipt of either an oral or written notice from the Contracting Officer that a requirement exists to furnish such training.

(b) Exact training dates will be by mutual agreement of both parties. The following is the best quarterly estimate at this time and may be revised during the contract period.

OPTION "A"

Base Year	1st Qtr	1 Initial (no flt)	1 Initial (flt)	4 Recurrents
	2nd Qtr	0 Initial (no flt)	0 Initial (flt)	4 Recurrents
	3rd Qtr	1 Initial (no flt)	1 Initial (flt)	4 Recurrents
	4th Qtr	0 Initial (no flt)	0 Initial (flt)	4 Recurrents
1st Option Year		2 Initial (no flt)	2 Initial (flt)	16 Recurrents
2nd Option Year		2 Initial (no flt)	2 Initial (flt)	16 Recurrents

OPTION "B"

Base Year	1st Qtr	1 Initial	4 Recurrents
	2nd Qtr	1 Initial	4 Recurrents
	3rd Qtr	1 Initial	4 Recurrents
	4th Qtr	1 Initial	4 Recurrents
1st Option Year		4 Initial	16 Recurrents
2nd Option Year		4 Initial	16 Recurrents

(c) In the event of conflict, such as equipment malfunction, weather, unavailability of FAA pilots or aircraft training dates will be rescheduled to other mutually agreeable dates.

F.5 CONTRACT PERIOD (JAN 1997)**CLA.1604**

The effective period of this contract is 1 year from the date of award.

F.6 NOTICE OF DELAY (Feb 1997)

If the contractor becomes unable to complete the contract work at the time(s) specified because of technical difficulties, notwithstanding the exercise of good faith and diligent efforts in the performance of the work called for hereunder, the contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons therefor. Such notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the contractor, but in no event less than forty-five (45) days before the completion date specified in this contract, unless otherwise directed by the Contracting Officer. When notice is so required, the Contracting Officer may extend the time specified in the Schedule for such period as deemed advisable.

NOTICE: The following solicitation clauses pertinent to this Section are hereby incorporated by reference in accordance with Section C, Clause 3.1.1:

3.10.1-9 STOP-WORK ORDER (OCTOBER 3, 1996)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA**G.1 ACCOUNTING AND APPROPRIATION DATA (JAN 1997) CLA.0502**

Accounting and appropriation data will be set forth on individual delivery orders issued hereunder.

G.2 OPTION TO EXTEND SERVICES (JAN 1997) CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services , by written notice to the contractor not later than the expiration date of the current contract period.

G.3 INVOICING PROCEDURES - GENERAL (JAN 1997) CLA.2912

(a) In addition to the requirements set forth at AMS 3.3.1-17, Prompt Payment for the submission of a proper invoice, the contractor shall submit the following information as part of each invoice: (1) a completed and signed "Certificate of Training - Appendix A," for each student, signed by both the contractor and the FAA pilot trained; and (2) detailed invoice(s) for training provided, depicting student name(s).

(b) Payment to the contractor shall be limited to, and computed upon the per-student fixed rate set out in the Section B Schedule(s). Fractions of hourly performance shall be prorated in accordance with the contractor's standard accounting procedures. Payment for flight hours shall be computed upon aircraft "Flight Time," as defined in the clause entitled "Definitions."

(c) Properly executed "Certificate of Training - Appendix A," and invoice(s) shall be mailed as follows:

Original Invoice(s) to: FAA, Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

Appendix A and one
copy of invoice(s) to: FAA, Contracts Administration Section (AMA-262)
P.O. Box 25082
Oklahoma City, OK 73125

G.4 CONTRACTING OFFICER SUPPORT PERSONNEL (MAR 1985) CLA.3502

(a) The Contracting Officer may designate certain individuals to assist in the administration of this contract.

(b) The authority of the designee(s) shall be delineated in a written designation signed by the Contracting Officer. In no event shall the designee(s) be empowered to change the contract scope of work, the price, or the delivery schedule.

(c) The Contracting Officer shall immediately be contacted for clarification if a question arises regarding the authority of any person to act for the Contracting Officer under this contract.

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 NOTIFICATION OF ABSENCE, ILLNESS, INJURY,
OR DEATH OF FAA STUDENTS (JAN 1997)****CLA.0148**

Procedures for communicating student absences, serious illness, injuries, or death to an FAA student shall be as follows:

(a) In the event that an FAA student has been scheduled for training and does not arrive to begin training by noon local time, the contractor shall immediately notify the designated Training Coordinator's (TC) office.

(b) In the event an FAA student is absent from class for any reason and has not notified the instructor in charge, the contractor shall immediately notify the TC's office.

(c) Whenever a student becomes ill or is injured, the contractor shall immediately notify the TC's office.

(d) In the case of the death of a student, the contractor shall contact immediately the student's home duty office and the TC's office.

H.2 AVAILABILITY OF AIRCRAFT (JAN 1997)**CLA.1029**

(a) Should the aircraft intended for training purposes under this contract become unavailable, the contractor shall review all available aviation-related sources to acquire a replacement aircraft. Competition shall be sought to the maximum degree possible. The contractor shall make all reasonable efforts to acquire a replacement aircraft within 90 days of the date that the original training aircraft became unavailable. If the contractor is unable to acquire another aircraft that is acceptable for flight training, the contractor shall notify the contracting officer and furnish the same with a written summary of:

(1) the contacts made by the contractor in seeking a replacement aircraft, and

(2) the responses to inquiries made by the contractor.

Upon the contractor's notification to the contracting officer, the FAA may likewise review alternative sources for a suitable replacement, suggest possible sources to the contractor, and/or furnish an aircraft as Government-Furnished Property (GFP).

(b) The inability of the contractor to acquire a replacement aircraft, following the exhaustion of all reasonably viable sources, shall be regarded as beyond the control of the contractor and not due to negligence on the part of the contractor, and will not be a basis for termination of the contract for default. If this situation does occur, the Government will have the following options:

(1) continue the contract with ground school and simulator training at the rates specified in Part I, Section B, less all costs associated with the flight portion of the training (e.g., aircraft rental/lease, flight instructor, etc.).

(2) terminate the contract for convenience in accordance with AMS 3.10.6-1, Termination for Convenience of the Government (Fixed-Price) as applicable in Part II, Section I. Termination for convenience due to aircraft unavailability shall not be a basis for claims for compensation other than that already owed to the contractor for training completed prior to termination.

H.3 ORAL AND WRITTEN TELECOMMUNICATION ORDERS (JAN 1997) CLA.1035

Oral and written telecommunication orders are authorized. This method of ordering shall be used to fulfill emergency requirements and will be followed by a written order.

PART II - SECTION I - CONTRACT CLAUSES**I.1 DISSEMINATION OF CONTRACT INFORMATION (OCT 1994)**

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

3.2.4-16 ORDERING (OCTOBER 3, 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through September 30, 2000.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

3.2.4-34 OPTION TO EXTEND SERVICES (APRIL 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APRIL 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within the expiration date of the current contract period; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

**3.2.5-12 NOTICE OF EMPLOYMENT OF FORMER UNITED STATES (OCTOBER 1996)
GOVERNMENT EMPLOYEES (SERVICE CONTRACTS)
(TO BE PROVIDED AFTER AWARD)**

(a) This clause implements the Federal Workforce Restructuring Act of 1994 ("Buyout"), P.L. 103-226. The following requirements apply to any contract, task order, or other arrangement for service contracts entered into after March 30, 1994 and immediately upon knowledge of such arrangements.

(b) The offeror shall provide, along with the submittal, the following notice and certification of employment of employee(s) who were previously employed by the United States Government and received the voluntary separation incentive payment ("buyout"). This notice is required immediately upon the Contractor's knowledge at any time during the contract period. The Contractor shall provide notice to employees that in accordance with the buyout legislation, the buyout employee performing on a personal service contract for the United States Government is required to repay the buyout incentive..

**NOTICE OF EMPLOYMENT OF FORMER UNITED STATES GOVERNMENT
EMPLOYEES (SERVICE CONTRACTS)**

The following individuals are former United States Government employees who are presently employed by _____ [company name].

Employee's Name	Former Agency of Employment	Description of Contract Task	Subcontractor	Date of Separation from Agency

() This company has not hired and does not intend to hire any former United States Government employees who took the buyout.

Contractor's Certification

On behalf of _____ [company's name] I certify that the above information is accurate and complete to the best of my knowledge.

[Name of Company Representative]

[Date]

NOTE: The Contracting Officer's signature on this contract, or any subsequent modification hereto, does not constitute a determination of any contractor employee violation/nonviolation of the Federal Workforce Restructuring Act of 1994 ("Buyout"), P.L. 103-226.

3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APRIL 1996)

Funds are not presently available for performance under this contract beyond the current fiscal year. The FAA 's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

NOTICE: The following solicitation clauses pertinent to this Section are hereby incorporated by reference in accordance with Section C, Clause 3.1.1:

3.2.5-1 OFFICIALS NOT TO BENEFIT (APRIL 1996)
 3.2.5-3 GRATUITIES OR GIFTS (APRIL 1996)
 3.2.5-4 CONTINGENT FEES (OCTOBER 3, 1996)
 3.2.5-5 ANTI-KICKBACK PROCEDURES (OCTOBER 3, 1996)
 3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL
 TRANSACTIONS (OCTOBER 3, 1996)
 3.2.5-11 DRUG FREE WORKPLACE (OCTOBER 3, 1996)
 3.2.2.3-33 ORDER OF PRECEDENCE (APRIL 1996)
 3.2.4-19 REQUIREMENTS (OCTOBER 3, 1996)
 3.2.5-5 ANTI-KICKBACK PROCEDURES (OCTOBER 3, 1996)
 3.3.1-1 PAYMENTS (APRIL 1996)
 3.3.1-6 DISCOUNTS FOR PROMPT PAYMENT (APRIL 1996)
 3.3.1-9 INTEREST (APRIL 1996)
 3.3.1-17 PROMPT PAYMENT (OCTOBER 3, 1996)
 3.3.1-25 MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT
 (OCTOBER 3, 1996)
 3.4.2-6 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO
 (OCTOBER 3, 1996)
 3.4.2-8 FEDERAL, STATE, AND LOCAL TAXES--SEALED BID AND CERTAIN
 NEGOTIATED CONTRACTS (APRIL 1996)
 3.6.2-2 CONVICT LABOR (APRIL 1996)
 3.6.2-9 EQUAL OPPORTUNITY (APRIL 1996)
 3.6.2-12 AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS
 (JULY 1996)
 3.6.2-13 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APRIL 1996)
 3.6.2-14 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF
 VIETNAM ERA (APRIL 1996)
 3.6.3-2 CLEAN AIR AND CLEAN WATER (APRIL 1996)
 3.9.1-1 CONTRACT DISPUTES (APRIL 1996)
 3.9.1-2 PROTEST AFTER AWARD (APRIL 1996)
 3.10.1-7 BANKRUPTCY (APRIL 1996)
 3.10.1-12 CHANGES--FIXED-PRICE (APRIL 1996) ALTERNATE I (APRIL 1996)
 3.10.6-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)
 (OCTOBER 3, 1996)
 3.10.6-4 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (OCTOBER 3, 1996)

PART III - SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	Appendix A	N/A	3

**PART IV - SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS**

Certain representations and certifications must be made by the offeror and must be filled in as appropriate. The signature of the offeror on the face page of this solicitation (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of certain representations and certifications which are specifically required to be completed, signed, and submitted. Award of any contract to the offeror shall be considered to have incorporated the applicable representations and certifications by reference.

**K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
CERTAIN FEDERAL TRANSACTIONS. (APR 1991)**

(a) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(b) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.2 NOTICE OF EMPLOYMENT OF FORMER UNITED STATES
GOVERNMENT EMPLOYEES (SERVICE CONTRACTS) (JAN 1997)
(TO BE PROVIDED WITH YOUR OFFER)**

CLA.0124

(a) This clause implements the Federal Workforce Restructuring Act of 1994 ("Buyout"), P.L. 103-226. The following requirements apply to any contracts, subcontracts, task orders, or other arrangements for services contracts entered into after March 30, 1994, and immediately upon knowledge of any such arrangements for a period of 5 years after the employee left Government service.

(b) The offeror shall provide the following notice and certification of employment of employee(s) who were previously employed by the United States Government and received the voluntary separation incentive payment ("buyout").

You are reminded that in accordance with the buyout legislation, the buyout employee performing on personal service contracts for the United States Government is required to repay the buyout incentive unless the Head of the Agency of former employment obtains a waiver from the Director of the Office of Personnel Management.

NOTICE OF EMPLOYMENT OF FORMER UNITED STATES GOVERNMENT EMPLOYEE (SERVICE CONTRACTS)

The following individuals are former United States Government employees (who took the "buyout") who are presently employed by _____.
(Company's name)

EMPLOYEE'S NAME	FORMER AGENCY OF EMPLOYMENT	DESCRIPTION OF CONTRACT TASK	SUBCONTRACTOR

() This company has not hired and does not intend to hire any former United States Government employees who took the buyout on the contract resulting from this proposal.

CONTRACTOR'S CERTIFICATION:

On behalf of _____, (company's name) I certify that the above information is accurate and complete to the best of my knowledge

(Name of Company Representative)

NOTE: The Contracting Officer's signature on this contract, or any subsequent modification hereto, does not constitute a determination of any contractor employee violation/nonviolation of the Federal Workforce Restructuring Act of 1994 ("Buyout"), P.L. 103-226.

K.4 FEDERAL AVIATION ADMINISTRATION, BUSINESS DECLARATION FORM

1. Name of Firm: _____

2. Address of Firm: _____

3. Telephone Number of Firm: _____

Facsimile Number of Firm: _____

4. (a) Name of Person Making Declaration: _____

(b) Telephone Number of Person Making Declaration: _____

(c) Position Held In The Company: _____

5. Controlling Interest In Company (☒ All Appropriate Boxes)(☐) Black American (☐) Hispanic American(☐) Native American (☐) Asian American(☐) Female-Non Minority (☐) Male-Non Minority(☐) Female (☐) Male(☐) 8(a) Certified (Certification Letter Attached)

6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?

(☐) Yes (☐) NoIf No, provide the name and telephone number of the person who has this authority:

_____7. Nature of Business—Specify major services/products.

8. (a) Years the firm has been in business: _____ (b) No. of Employees: _____

9. Type of Ownership: (☐) Sole Ownership (☐) Partnership(☐) Other/Explain Below:

10. Gross receipts of the firm for the last three years:

Year Ending _____ Gross Receipts \$ _____

Year Ending _____ Gross Receipts \$ _____

Year Ending _____ Gross Receipts \$ _____

11. Tax Identification Number (TIN)/Employer Identification Number

(EIN)/Social Security Number (SSN): _____

Privacy Act Statement: The TIN/EIN/SSN is required to comply with the reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). Failure to provide the information may exclude you from doing business with the Federal Aviation Administration.

SIC CODE AND SMALL BUSINESS SIZE STANDARD (JAN 1991)

(a) The standard industrial classification (SIC) code for this acquisition is 8299.

(b)(1) The small business size standard is \$12.5 million.

(2) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

12. Is the firm a small business? Yes _____ No _____

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____

(Name of Business)

ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 U.S.C. 1001.

Signature: _____

Date: _____

Name/Title: _____

3.2.2.3-15 AUTHORIZED NEGOTIATORS (APRIL 1996)

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this submittal: [list names, titles, and telephone numbers of the authorized negotiators].

_____ Name and Title	_____ Telephone Number
-------------------------	---------------------------

_____ Name and Title	_____ Telephone Number
-------------------------	---------------------------

_____ Name and Title	_____ Telephone Number
-------------------------	---------------------------

_____ Name and Title	_____ Telephone Number
-------------------------	---------------------------

3.2.5-2 INDEPENDENT PRICE DETERMINATION (OCTOBER 3, 1996)

The offeror warrants that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been knowingly disclosed by the contractor, directly or indirectly, to any other competitor before receipt of offers unless otherwise required by law; and

(3) No attempt has been made by the contractor to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APRIL 1996)

The offeror represents that (a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

NOTICE: The following solicitation clauses pertinent to this Section are hereby incorporated by reference in accordance with Section C, Clause 3.1.1:

3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (APRIL 1996)

3.6.3-1 CLEAN AIR AND WATER CERTIFICATION (APRIL 1996)

PART IV - SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 TELEGRAPHIC AND FACSIMILE BEST AND FINAL OFFERS (JUN 1997) CLA.0021

(a) AMS Provisions 3.2.2.3-20, Telegraphic Proposals, and 3.2.2.3-21, Facsimile Submittals, are hereby incorporated in this solicitation by reference for use ONLY in the submission of revised offers should revised offers be requested.

(b) For purposes of this provision the blanks in AMS Provision 3.2.2.3-21, Facsimile Submittals, are completed as follows:

(f)(1) Telephone number of receiving facsimile equipment:
(405) 954-3030.

(f)(2) Compatibility characteristics of receiving facsimile equipment (e.g., make and model number, receiving speed, communications protocol):

Xerox Model 7042, 14,400 bps with automatic change to 12,000, 9600, 7200, 4800, and 2400 bps per CC ITT V.29 and V.27 ter.

L.2 COST INFORMATION (JAN 1997) CLA.0169

Offerors are requested to submit with their offer, in support of their price, man-hours, material costs, and any other recurring or non-recurring cost that will significantly affect price, together with supporting information (i.e., vendor catalog prices, copies of actual vendor quotations received, etc.

L.3 PREPARATION OF TECHNICAL PROPOSALS (JAN 1997)**CLA.1045r**

(a) Offerors must submit technical proposals (two copies) in addition to price proposals. The technical proposal must be specific and in sufficient detail to enable an evaluation team to make a thorough evaluation to determine if the proposed services meet the requirements of the Government and to determine that the offeror has a thorough understanding of the requirement.

(b) Offerors are advised to submit proposals which are clear and comprehensive without additional explanation or information. Additional information may be requested from offerors whose proposals are considered to be reasonably susceptible to being made acceptable; however, the Government reserves the right to award a contract based on initial offers received, without discussions or negotiations.

(c) The technical proposal must provide information to address the following evaluation categories, which are all equal in importance:

(1) Provide a syllabus of the current FAA-approved program. Address the initial, recurrent, and standardization training programs;

(2) Provide an outline form systems training proposed to meet the FAA minimum hours;

(d) In addition to the technical information requested above for evaluation, offerors must provide the following additional information. This additional information will not be evaluated as a part of the technical evaluation; however, it will be used to determine contractor responsibility and ability to perform:

(1) Provide your projected training schedule and dates when contract training can be performed;

(2) Provide a brief description of your experience in conducting similar or identical training on subject type aircraft;

(3) If simulator training is required as a part of your proposal, provide evidence of having an FAA-approved simulator, or proof of access to an FAA-approved simulator which will enable adequate contract performance;

(4) If the proposal includes lease of an aircraft or a simulator, provide a copy of the lease/rental agreement and documentation showing evidence that lease/rental price is the most advantageous to the Government;

(5) Describe the availability of facilities, classes, instructors, equipment, etc., to meet the requirements of the solicitation.

L.4 TECHNICAL PROPOSAL (Jan 1997)**CLA.0264**

(a) Offerors must, in addition to the price proposal, submit a technical proposal in sufficient detail to demonstrate their complete understanding of the Performance Work Statement set forth in Part I, Section C, Paragraph C.1, Training Outcomes (Attachment 1), and the availability of experienced management and technical personnel necessary to perform the services described in the solicitation. Technical proposals will be evaluated in accordance with the criteria set forth in Part IV, Section M, Paragraph M.1, Evaluation Of Proposals, and Paragraph M.2, Evaluation Of Alternative Proposals. Therefore, your proposal must contain information regarding technical capability, technical experience, training course experience, personnel capability, and technical management capability, in addition to any other information you deem necessary to demonstrate your abilities.

(b) Technical proposals shall be in narrative form (two copies) and should be typewritten on bond paper measuring 8-1/2 x 11 inches. Sheets may be printed on both sides; foldouts should not exceed 18 inches. Technical proposals shall be organized by section, and appropriately tabbed or identified as follows:

(1) Training curriculum demonstrating in detail how the offeror will accomplish the work specified in Attachments 1, 2 and 3; i.e., depth of the course of instruction and any other information deemed pertinent to enable the Government to make a determination. NOTE: The ground school portion of the FAA-approved flight-training courses for pilots approved under FAR Part 121/135

can be utilized along with some simulator time to meet the training needs for aircraft systems training for FAA airworthiness inspectors.

(2) Tentative dates available for conducting the training within the time frame specified in Part I, Section F, Paragraph F.4, Training Schedule.

(3) For each instructor, the offeror shall furnish complete and detailed information in the form of a resume including the background; education; training; experience and special qualifications including previous work in related areas and similar projects; and performance references.

(4) Experience and previous work by the contractor in related areas: any pertinent or special qualifications, including experience in similar projects.

(5) The offeror shall describe his organization and management policies to accomplish the contract requirements. Functional policies, techniques, and procedures applicable to the management of the contract effort shall be provided.

(6) The offeror shall show evidence of availability and advise the type of aircraft and/or simulator intended to be used in the performance of this contract.

(c) Offeror's comments such as "will comply" will not constitute an acceptable response. Statements to the effect that the prospective offeror understands, can or will comply with the specifications in whole or in part, phrases such as "standard procedures will be used" or "well known techniques will be utilized" will not constitute compliance with these requirements concerning the content of the technical proposal.

L.5 QUALIFICATION CRITERIA (JAN 1997)

CLA.1037

To be considered qualified, each offeror must possess an applicable training program approved under FAR Part 121 or FAR Part 135 or a training course approved under FAR Part 141 or FAR Part 142 for the aircraft identified herein and shall submit a technical proposal in accordance with the provision in Section L entitled, "Preparation of Technical Proposals."

L.6 OPTION YEAR PROPOSALS

CLA.1041

(a) It is the intent of the Government to award this contract with the option years; however, if you are not in a position to make an offer on three years, we invite you to submit an offer for 1 year only.

(b) The Government reserves the right to delete the option periods in negotiations in the event a 1-year proposal is less than the first year of a proposal offering option periods.

NOTICE: The following solicitation clauses pertinent to this Section are hereby incorporated by reference in accordance with Section C, AMS Clause 3.1.1:

3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (APRIL 1996)

3.2.2.3-14 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (OCTOBER 3, 1996)

- 3.2.2.3-17 PREPARATION OF OFFERS (OCTOBER 3, 1996)
- 3.2.2.3-18 EXPLANATION TO PROSPECTIVE OFFERORS (APRIL 1996)
- 3.2.2.3-19 CONTRACT AWARD (APRIL 1996)
- 3.2.2.3-20 TELEGRAPHIC SUBMITTALS (APRIL 1996)
- 3.2.2.3-21 FACSIMILE SUBMITTALS (APRIL 1996)
- 3.9.1-3 PROTEST (AUGUST 8, 1996)

PART IV - SECTION M - EVALUATION FACTORS FOR AWARD

M.1 EVALUATION OF PROPOSALS (JAN 1992) EVA-PT-04(R) CLA.1049

(a) Award will be made to the lowest-priced, qualified offeror, which meets all training requirements, and offers at least the minimum hours for training specified in Section B "Pricing Schedule".

(b) Training Evaluation: Evaluation of offers will be based on the course of instruction as determined through review of a copy of the applicable FAA approved training outline submitted with each offer for initial, recurrent, and/or standardization (as applicable) .

(c) Evaluation of price proposals will consider the total price proposed per student. Price evaluation will also include the total amount offered for supplementary training hours and option years, if requested as a part of the Schedule B.

M.2 EVALUATION OF ALTERNATE PROPOSALS (NOV 1990) EVA-PT-03 CLA.4522

(a) Alternate proposals will be evaluated and considered for award only if no offers are received that meets the requirement for conducting all training in accordance with Part I, Section B, and during the time specified in paragraph (b) of Clause C.2, General Training Requirements.

(b) In the event alternate proposals are evaluated, the evaluation factors set forth in paragraph M.1 above will apply.

3.2.4-31 EVALUATION OF OPTIONS (APRIL 1996)

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

CERTIFICATE OF TRAINING - APPENDIX A

This Certificate of Training for pilots and flight engineers shall be prepared by the contractor and furnished to the FAA as evidence of completion of training for the student indicated.

RETURN OF AN ACCURATELY COMPLETED CERTIFICATE OF TRAINING IS ESSENTIAL SINCE CERTIFICATION FOR PAYMENT UNDER THE CONTRACT CANNOT BE MADE UNTIL THIS CERTIFICATE IS RECEIVED - - - CERTIFICATE MUST HAVE THE SIGNATURE OF THE STUDENT CERTIFYING RECEIPT OF THE COURSE FLIGHT, SIMULATOR, AND GROUND SCHOOL HOURS COMPLETED- -

As soon as the training has been completed, the contractor shall return this certificate together with the other items specified in the Payment Clause to the following address:

FAA Mike Monroney Aeronautical Center
FAA Academy - ATTN: Contracts Administration Section, AMA-262
P.O. Box 25082
Oklahoma City, Oklahoma 73125

CONTRACTOR: _____ CONTRACT NO.: DTFA-02-_____
COURSE: _____ DELIVERY ORDER NO.: DTFA-02-_____

TYPE OF FLIGHT CHECK COMPLETED (circle)				
Initial Qualification	Re-qualification	Recurrent	Proficiency	Other (specify)

TRAINING COMPLETION DATES:		TOTAL TRAINING HOURS	
GROUND SCHOOL _____	Hours		
	PIC	RT SEAT / OBS / F.E.	
SIMULATOR _____	Hours		
FLIGHT _____	Hours		

COMPLETION STATUS (circle one): PASS FAIL WITHDREW / PASS WITHDREW / FAIL

STUDENT INFORMATION			
FAA STUDENT (Please Print)	REGION and OFFICE	FAA CREW NUMBER	MEDICAL INFO. Class Issue Date

I certify that I received the ground school, simulator, and flight time as reported herein.

STUDENT SIGNATURE _____ DATE _____

CONTRACTOR OFFICIAL SIGNATURE _____ DATE _____

****NOTE: FAA Student: Your signature certifies that you received the flight, ground school, and simulator time as indicated. Payment will be made from this document. Please complete the course evaluation / course information data on pages 2 and 3.

****NOTE: ANY TRAINING TIME (PER INDIVIDUAL) ABOVE AND BEYOND THAT SPECIFIED BY THE ABOVE REFERENCED CONTRACT / ORDER NUMBER REQUIRES ADVANCE APPROVAL FROM THE CONTRACTING OFFICER.

FLIGHT PROGRAM EVALUATION

Flight training provided by the FAA Academy in "Out-Of-Agency" courses consists of three basic types: Initial flight training, Recurrent flight training, and Standardization (simulator only) training. When responding to the following evaluation questions answer only those applicable to the course of training completed.

Questions should be answered using the following rating scale:

1 - Excellent	2 - Above Average	3 - Below Average	4 - Unsatisfactory	0 - Not Applicable
---------------	-------------------	-------------------	--------------------	--------------------

If an "unsatisfactory" rating is given in any area, please provide written comments and explanations on page 2 of this form. If additional space is needed, please use an attached page.

QUESTION	SCORE
1 - Course and Geographical Area Overview	
a. Course outline	_____
b. Course schedule	_____
c. City or training site overview	_____
d. Contacts and telephone numbers	_____
e. Expectations and procedures	_____
f. Course grading system explanation	_____
Classroom	
g. Lighting	_____
h. Temperature control	_____
i. Noise level	_____
j. Training aids	_____
k. Cleanliness	_____
2. Equipment	
a. Cockpit Mockups	
1. Representative of aircraft type	_____
2. Availability	_____
3. Reliability	_____
b. Training Devices	
1. Representative of aircraft type	_____
2. Availability	_____
3. Reliability	_____
c. Simulator	
1. Representative of aircraft type	_____
2. Availability	_____
3. Reliability	_____
4. Scheduling	_____
d. Aircraft	
1. Availability	_____
2. Reliability	_____
3. Scheduling	_____
3. Course Material	
a. Presentation made in a logical sequence	_____
b. Text and / or handouts	_____
c. Workbook	_____
d. Aircraft Flight Manual	_____
e. Aircraft Flight Manual Revisions	_____
f. Reference Data	_____
g. Test questions relevant	_____
h. Timely feedback on test results	_____
i. Timely feedback on simulator and flight evaluations	_____

